

1  
2 BILL NO. S-88-12 - 42

3  
4 SPECIAL ORDINANCE NO. S-17-89

5 AN ORDINANCE approving Contract for  
6 Res. 463-88, Moeller Road Sanitary  
7 Sewer, between Kreager Brothers and  
8 the City of Fort Wayne, Indiana, in  
9 connection with the Board of Public  
10 Works and Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
12 THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract for Res. 463-88, Moeller  
14 Road Sanitary Sewer, by and between Kreager Brothers and the  
15 City of Fort Wayne, Indiana, in connection with the Board of  
16 Public Works and Safety, is hereby ratified, and affirmed and  
17 approved in all respects, respectfully for:

18 the Moeller Road Saniatry Sewer described as follows:  
19 Beginning at an existing sanitary sewer manhole located  
20 1125+/-LF West of and 15+/-LF North of the Southeast  
21 corner of the Southeast One-Quarter of Section 16,  
22 Township 30 North, Range 13 East, In Allen County,  
23 Indiana; thence North 52° 25' West a distance of 140+/-  
24 LF; thence North 36° 25' West a distance of 180+/-LF;  
25 thence North 61° 50' West a distance of 780+/-LF; thence  
26 North 00° 38' West a distance of 2065+/-LF; thence North  
27 90° 00' West a distance of 220+/-LF to a proposed sanitary  
28 sewer manhole. Said sewer shall be 12" in diameter;

29 involving a total cost of One Hundred Forty-One Thousand Two  
30 Hundred Six and 50/100 (\$141,206.50).

31 SECTION 2. Prior Approval has been requested from  
Common Council on December 17, 1988. Two copies of said  
Contract are on file with the Office of the City Clerk and  
made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all  
necessary approval by the Mayor.

  
Councilmember



PROJECT: "MOELLER RD. SANITARY SEWER"

RES. NO. 463-88

DATE: 12-7-88

CONTRACTOR

	KREAGER BROS.	ALL STAR CONSTR.	SCHEIDLEMAN EXC.	JOHN DENNER INC.	BERCOT INC.	LAND INC.
BID	✓	✓	✓	✓	✓	✓
FORM NO. 96	✓	✓	✓	✓	✓	✓
BID BOD	✓	✓	✓	✓	✓	✓
MBE / WBE STATEMENT	✓	✓	✓	✓	✓	✓
MINORITY FEMALE STATEMENT	✓	✓	✓	✓	✓	✓

ITEM NO.	DESCRIPTION	UNITS	ENGINEER ESTIMATE	EXTENSION			U.P.			EXTENSION			U.P.			EXTENSION		
1	12" SEWER PIPE	5,450 L.F.	147,150.00	16.81	91,614.50	19.10	104,095.00	20.38	111,071.00	19.12	104,204.00	21.20	115,540.00	24.00	130,800.00			
2	STD. 48" M.H. TYPE I-A	16 EA.	20,800.00	1850.00	29,600.00	1270.00	20,320.00	1,120.57	17,929.12	1,311.25	20,980.00	1472.00	23,552.00	1805.00	28,880.00			
3	12" CMP - 12 GAUGE	200 L.F.	3,400.00	13.34	2,668.00	11.00	2,200.00	12.80	2,560.00	14.15	2,830.00	15.00	3,000.00	10.00	2,000.00			
4	6" TAPS	6 EA.	750.00	50.00	300.00	180.00	1,080.00	77.19	463.14	105.50	633.00	150.00	900.00	170.00	1,020.00			
5	SPECIAL BACKFILL (GENR)	700 CY	7,000.00	7.80	5,460.00	7.50	5,250.00	8.94	6,258.00	14.50	10,150.00	10.86	7,602.00	3.30	2,310.00			
6	SPECIAL BACKFILL #53 @ 75 (STONE)	200 CY	3,000.00	11.22	2,244.00	11.50	2,300.00	10.03	2,006.00	17.62	3,534.00	13.93	2,786.00	5.40	1,080.00			
7	10" ASPHALT DRIVEWAYS	80 SY	3,200.00	50.00	4,000.00	20.00	1,600.00	27.13	2,170.40	33.25	2,660.00	33.00	2,640.00	14.00	1,120.00			
8	6" STONE DRIVEWAYS	650 SY	2,600.00	2.80	1,820.00	1.75	1,137.50	3.66	2,379.00	5.26	3,419.00	5.00	3,250.00	1.50	975.00			
9	RESTORATION - SEEDING	7000 SY	7,000.00	0.50	3,500.00	0.50	3,500.00	0.51	3,570.00	0.50	3,500.00	0.77	5,390.00	0.30	2,100.00			
TOTAL					141,206.50		141,482.50		148,406.44		151,900.00		164,660.00		170,285.00			



CONSTRUCTION CONTRACT #463-1988

BOARD ORDER #156-87

WORK ORDER 73562

THIS CONTRACT made and entered into in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by and between KREAGER BROTHERS EXCAVATING, herein called **CONTRACTOR**, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation acting by and through the Mayor and the Board of Public Works & Safety herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the consideration hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

**CONTRACTOR** shall furnish all labor material, equipment tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

MOELLER ROAD SANITARY SEWER

Beginning at an existing sanitary sewer manhole located 1125± LF West of and 15± LF North of the Southeast corner of the Southeast One-Quarter of Section 16, Township 30 North, Range 13 East, in Allen County, Indiana; thence North 52°25' West a distance of 140± LF; thence North 36°25' West a distance of 180± LF; thence North 61° 50' West a distance of 780± LF; thence North 00°38' West a distance of 2065± LF; thence North 90°00' West a distance of 2200± LF to a proposed sanitary sewer manhole.

Said sewer shall be 12" in diameter,

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11213, Sheets 1 through 11 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of \$141,206.50. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:



Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to **CONTRACTOR**.

#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contractor is fully performed, it shall so inform the Board of Public Works & Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5. WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

#### ARTICLE 6: NONDISCRIMINATION of LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78



(as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

#### ARTICLE 7. PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this Contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract No. 463-1988
- b. Instructions to Bidders for Contract No. 463-1988
- c. Contractor's Proposal dated 7 December 1988
- d. Fort Wayne Engineering Department Drawing #SY-11213
- e. Supplemental Specifications for Contract No. 463-1988
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form
- o. Form 96

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

#### ARTICLE 10: INDEMNITY

**CONTRACTOR** shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

#### ARTICLE 11: ADJUSTMENTS OF DISPUTES



All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Public Works & Safety of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of work covered by this Contract will be permitted except prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **Sixty (60) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the Mayor and Board of Public Works & Safety of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This Contract is governed by laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in.

CONTRACTOR

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

BOARD OF PUBLIC WORKS & SAFETY

Angela S. Derheimer

Angela S. Derheimer, Director  
of Public Works

Daniel G. Heath

Daniel G. Heath, Director  
Public Safety

C. David Silletto  
C. David Silletto, Director  
Administration & Finance

ATTEST:

Helen Gochenour

Helen Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Kreager Brothers Excavating, Inc., and acknowledged the execution of the foregoing as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21 day of December, 1988.

Vickie B. Wagner

Notary Public  
Resident of Huntington County

Vickie B. Wagner  
Printed Name of Notary

My Commission Expires:

March 14, 1992

ACKNOWLEDGEMENT

STATE OF INDIANA     )  
                                  )SS  
COUNTY OF ALLEN     )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Angela S. Derheimer, Daniel G. Heath and C. David Silletto all as members of the Board of Public Works & Safety and acknowledged the execution of the foregoing as and for their voluntary act and deed for the uses and purposes therein contained.



Read the first time in full and on motion by Burns, seconded by Delmar, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 12-27-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Rio Quinto, and duly adopted, placed on its passage. PASSED ~~lost~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>				<u>✓</u>
<u>STIER</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 1-10-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-17-89

on the 10th day of January, 1989,

ATTEST  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of January, 1989, at the hour of 11:00 o'clock PM M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of January,

19 89 at the hour of 4:00 o'clock PM M. E. S. T.



TITLE OF ORDINANCE Contract for Res. 463-88, Moeller Road Sanitary SewerDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 463-88, Moeller Road Sanitary  
Sewer is described as follows: Beginning at an existing sanitary  
sewer manhole located 1125+ LF West of and 15+ LF North of the  
Southeast corner of the Southeast One-Quarter of Section 16, Town  
ship 30 North, Range 13 East, in Allen County, Indiana; thence  
North 52 ° 25' West a distance of 140+ LF; thence North 36°25' We  
a distance of 180+ LF; thence North 61°50' West a distance of 780  
LF; thence North 00°38' West a distance of 2065+ LF; thence North  
90°00' West a distance of 2200+ LF to a proposed sanitary sewer  
manhole. Said sewer shall be 12" in diameter.

PRIOR APPROVAL REQUESTED 12/17/88

Kreager Brothers Excavating is the contractor.

*J-88-12-42*EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$141,206.50

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-88-12-42

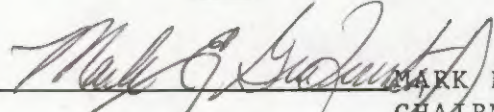
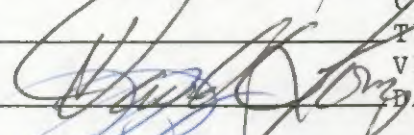
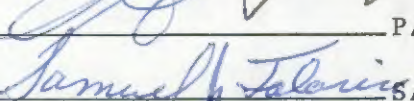

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~  
approving Contract for Res. 463-88, Moeller Road Sanitary  
Sewer, between Kreager Brothers and the City of Fort  
Wayne, Indiana, in connection with the Board of Public Works  
and Safety


HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) ~~(RESOLUTION)~~

YES

NO

	MARK E. GiaQUINTA	_____
	CHAIRMAN	_____
	THOMAS C. HENRY	_____
	VICE CHAIRMAN	_____
	DAVID C. LONG	_____
	PAUL M. BURNS	_____
	SAMUEL J. TALARICO	_____

CONCURRED IN 1-3-89

  
Sandra E. Kennedy  
City Clerk